

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
CA 94142-0603

San Francisco



TRAVEL & SUBSISTENCE PROVISIONS

FOR

PLASTER TENDER:
PLASTER TENDER
PLASTER CLEAN-UP LABORER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And its affiliated Laborers' Local Union 1184

And

Western Wall And Ceiling Contractor's Association, Inc.

Changes from the 2000-2005 Plaster Tenders' Master Agreement

(SUBJECT TO RATIFICATION BY THE ASSOCIATION AND UNION)

R E C E I V E D
Department of Industrial Relations

AUG 11 2005

Div. of Labor Statistics & Research
Chief's Office

2005-2008 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 2 of 10

Additions reflected in italicized bold underline. Strikeout items indicate deletions

1. Term of Agreement

All dates to conform with three (3) year agreement effective August 3, 2005, through August 5, 2008.

2. Amend Preamble, to reflect:

LABORERS' LOCAL UNION 1184

3. Amend Article I (Recognition), Paragraph A, to reflect:

..., the Contractor shall sign an agreement, pursuant to Section 9(a) of the National Labor Relations Act, recognizing the Union as such...

4. Amend Article I (Recognition), Paragraph C, to read:

...that as to such former or suspended member, the provisions of Article XVIII and XIX shall not apply ...

5. Amend Article III (Subcontracting, Employee Rights, Union Standards and Work Preservation), NEW ITEM Paragraph E to read:

The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union. [added pursuant to Addendum entered into in 2002]

6. Amend Article IV (Registration For Work and Referral Procedure), Paragraph A (8), Add the following to the end of the existing paragraph:

It is agreed by the parties that the sponsorship of an employee, to be classified as an apprentice by the Contractor, will be contingent upon the potential employee meeting all requirements for admission into the Southern California Plaster Tenders Apprenticeship Program that non-sponsored applicants are expected to meet.

7. Article IV (Registration For Work and Referral Procedure), Paragraph A, NEW subparagraph (11) to read:

The parties recognize that planning for manpower needs is a critical responsibility for both the Contractor and the Union. To help ensure a constant supply of available workmen, the Contractor shall notify the Union by mail or facsimile no sooner than ten (10) days nor later than forty-eight

2005-2008 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 7 of 10

17. Article XVI (Working Rules), Paragraph J, add a NEW 2nd paragraph to read:

When the Contractor utilizes a Plaster Tender to repair or maintain the Contractor's equipment, whether on the jobsite or in the Contractor's yard or shop, the parts and components needed for the repair or maintenance will be purchased or otherwise supplied by the Contractor. It is agreed by the Parties that when assigned by the Contractor to perform these types of duties, the Plaster Tender is working within the scope and coverage of this Agreement.

18. Article XX (Term and Termination and Renewal), Revise to reflect:

The term of this Agreement shall commence on ~~August 2, 2000~~ August 3, 2005 and continue until the ~~5th day of August, 2003~~ 5th day of August, 2008, and for additional periods of one year thereafter unless sixty (60) days prior to August 5, 2008, or any subsequent yearly period, either party shall provide written notice of its desire to modify, amend or negotiate changes; provided, however, if no agreement is reached on or before August 5, 2008, or the end of any subsequent yearly period, either party may thereafter give written notice to the other party that on a specific date, not sooner than fifteen (15) days after the service of said notice, the Agreement shall be terminated.

- 19. Article XXIII (Subsistence), Paragraph B, Parking, Revise to read:

If there are no off-street parking facilities provided on the jobsite or within a 3-block radius of the jobsite and there is no adequate unrestricted parking within a 3-block radius of the jobsite, the Contractor shall pay up to but not to exceed \$7.00 per day will be responsible to reimburse the employee for the cost of

2005-2008 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 8 of 10

parking. The Contractor shall have the right to designate the parking area.....

20. Article XXIII (Subsistence). Paragraph C, Revise to read:

When Plaster Tenders are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, plus sixty (\$60.00) per day, to cover expenses from the date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return.

If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

Exception: On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both.

It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

21. Article XXIV (Workers Compensation ADR), NEW Article to read:

The Construction Laborers Health and Welfare Trust Fund for Southern California has established a Workers Compensation Alternative Dispute Resolution Program pursuant to California Labor Code Section 3201.5 ("Laborers Workers Compensation Fund"). In addition to any other contribution set forth in this Agreement and subject to the rules and regulations of the Laborers Workers Compensation Fund, the Contractors covered by the terms of this Agreement may elect to pay to the Laborers Workers Compensation Fund the sum of \$.02 for each hour worked or paid for on all classifications contained in this Agreement. If the Contractor makes such an election, its contribution to the Administrative Trust Fund

2005-2006 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 10 of 10

Southern California District Council of Laborers


Mike Quevedo, Jr.
Business Manager

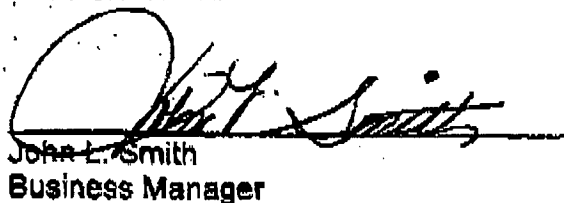
8-12-05
Date

Western Wall and Ceiling Contractor's
Association, Inc.


Ian Hendry

8/11/05
Date

Laborers' Local 1184


John L. Smith
Business Manager

8/11/05
Date

RECEIVED
Department of Industrial Relations
AUG 12 2005
Div. of Labor Statistics & Research
Chief's Office

**ADDENDUM TO LABOR AGREEMENT
BETWEEN
WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.
AND
SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

Western Wall & Ceiling Contractors Association, Inc., California Laborers Conference, ("Contractor") and the Southern California District Council of Laborers and its affiliated Local Union No. 1184 ("Union"), are parties to the Plaster Tenders' Master Agreement ("Agreement"), effective August 2, 2000 through August 5, 2003, and agree to amend the Agreement, as follows:

1. Term and Termination

Article XX. The Agreement is extended to August 2, 2005. Change "2003" to "2005" throughout Article XX."

2. Future Increases

Article VI A and B. Add the following:

"Effective August 6, 2003 - Future increase of \$1.09 per hour on all classifications.*"

"Effective August 4, 2004 - Future increase of \$1.14 per hour on all classifications.*"

"The Union may elect, at its option, upon giving sixty (60) days' written notice prior to August 1 of each year, to allocate the increase indicated to (1) the hourly basic wage rate, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Supplemental Dues, (6) C.C.C., (7) Apprenticeship Training, (8) Administrative Trust, (9) any combination thereof."

3. Subcontracting

Article III. Add as new subsection E:

"The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union."

4. Coverage

Article XVI B. Add the following to the end of the first paragraph:

"Plaster Tenders shall tend the Plasterer in performing all decorative rock, waterfall, fireproofing and theme park work."

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

103

AFFILIATED WITH

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

4889 SANTA ANITA AVENUE, SUITE 204

EL MONTE, CALIFORNIA 91731

TELEPHONE (626) 350-6900



ANGEL SAMBRANO, SR.

PRESIDENT

TONY R. HOFFMAN

SECRETARY-TREASURER

MIKE QUEVEDO, JR.

BUSINESS MANAGER

AFFILIATED LOCALS

BAKERSFIELD
LOCAL 220BURBANK
LOCAL 345CARSON
LOCAL 882CENTRAL COAST
LOCAL 402EL MONTE
LOCAL 1082HOLLYWOOD
LOCAL 724LONG BEACH
LOCAL 507LOS ANGELES
LOCAL 300POMONA
LOCAL 806RIVERSIDE-IMPERIAL
COUNTIES
LOCAL 1184SAN BERNARDINO-
INYO-MONO COUNTIES
LOCAL 783SAN DIEGO
LOCAL 89SANTA ANA
LOCAL 652SANTA BARBARA
LOCAL 391VENTURA
LOCAL 385WILMINGTON
LOCAL 802

To: Raida
Department of Industrial Relations

From: Mike Quevedo, Jr.

Date: December 10, 2003

Re: Plaster Tenders Agreement covering
12 Southern California Counties

In response to your request, we are faxing the
following to you:

1. Addendum to the above-referenced agreement which extended the term of the agreement to August 2, 2005 and which sets forth the increases for August 6, 2003 and August 4, 2004.
2. Notice to Contractors dated July 1, 2003 which sets forth the allocation of the increase effective August 6, 2003.

Please call if you have any questions.

Total pages faxed: 8

RECEIVED
Department of Industrial Relations

DEC 10 2003

Div. of Labor Statistics & Research
Chief's Office

JUL 28 2000

PLASTER TENDERS' MASTER AGREEMENT

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT made and entered into this 2nd of August, 2000 and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS affiliated with the L.I.U.N.A., AFL-CIO, and its affiliated LABORERS' LOCAL UNION, hereinafter referred to as the Union, and the Western Wall and Ceiling Contractor's Association, Inc., hereinafter referred to as "Association." The Association enters into this Agreement on behalf of the California Laborers Conference hereinafter referred to as "Contractor."

WHEREAS, in an endeavor of all parties to stabilize conditions in the Plastering Industry for the purpose of affording mutual protection to both the Contractor and employee, and to advance the interest of, and promote harmony among Contractors and employees represented by the Union; and in consideration of the mutual covenants contained in this Agreement, each to be sustained and practiced by the respective parties and for other good and valuable consideration, the parties mutually pledge that they will cooperate in good faith to carry out the terms of this Agreement.

ARTICLE I
RECOGNITION

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors signatory hereto over whom the Union has jurisdiction. Upon the Union furnishing proof by means of signed authorization cards by a majority of an individual Contractor's employees over whom the Union has jurisdiction that the employees designate the Union as their representative for purposes of bargaining on wages, hours and conditions of employment, the Contractor shall sign an agreement recognizing the Union as such. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

B. The Union hereby recognizes the California Laborers Conference of the Western Wall & Ceiling Contractors Association, Inc., as the sole and exclusive bargaining representative for its members, present and future, who are or who become signatory to this Agreement, and agrees that during the term of this Agreement it, individually or collectively, will not negotiate or enter any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each Contractor who is a member of the Association or who has designated the Association as its bargaining representative, with the same force and effect as if this Agreement were entered into by each member individually. All eligible and/or signatory members of the Association are and shall continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of the Contractor's membership and remain in force for and during the term of this Agreement, including any interpretation and/or modification during the contractual term, provided, however, that as to such former or suspended member, the provisions of Article XVIII shall not apply from the time when such member resigns or is suspended from the Association.

imposed upon the Union by either the National Labor Relations Board or any court as a result of a violation of Article IV shall constitute conclusive evidence of fault on the part of the Union against which such judgment or other obligation is imposed.

B. This Agreement and any addendum constitutes the entire contract between the parties signatory hereto, and no addition, alteration, or modification shall occur herein during the term of this Agreement without the voluntary mutual consent of the parties.

ARTICLE XXIII TRAVEL, PARKING, SUBSISTENCE

A. Travel. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time enroute and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the offshore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed five (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift on the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

B. Parking. If there are no off-street parking facilities provided on the jobsite or within a 3-block radius of the jobsite and there is no adequate unrestricted parking within a 3-block radius of the jobsite, the Contractor shall pay up to but not to exceed \$7.00 per day. The parking fee reimbursement will be made only if a validated parking ticket is presented to the employer within one week of the date said expense is incurred. For work on all off-shore islands, the parking allowance shall be the actual amount expended at the point of embarkation for each plaster tender who parks his car there.

C. Subsistence.

For determination of subsistence payments in Riverside, San Bernardino, Imperial, Inyo and Mono Counties only, a "free zone" of 35 driving miles will be established and measured from the City Halls of the following area cities: Riverside, Victorville and Palm Springs. Areas beyond the "free zone" and within Riverside, San Bernardino, Imperial, Inyo and Mono Counties, subsistence payments shall be determined and paid as set forth:

Over 35 miles and up to 50 miles	\$20.00 per day
Over 50 miles and up to 75 miles	\$30.00 per day
Over 75 miles and up to 100 miles	\$40.00 per day
Over 100 miles	\$50.00 per day

JUL-27-00 11:24A

If the Contractor pays a higher subsistence rate to Plasterers, the same rate shall be paid to employees under this Agreement.

If the Contractor and Plasterers' Union establish a subsistence rate for any area covered by this Agreement, the provisions of that settlement shall be incorporated and made a part of the terms and conditions of this Agreement.

Western Wall and Ceiling Contractor's
Association, Inc.

Chairman

Secretary

Southern California District Council of
Laborers

Angel Sambrano Sr.
President

Timothy J. Hill
Secretary

Mike [Signature]
Business Manager

Laborers' Local 1184

Business Manager